

Your use of KuaPay is the indication that you accept these terms of service (hereinafter Terms) and that you agree to abide by them. If you do not agree to the Terms, please refrain from using KuaPay. It is prohibited to use the Services without accepting the Terms. KuaPay may amend the Terms at any time by making Terms available at the [Kuapay.co](https://kuapay.co) For example, KuaPay may make amendments if it should become obligated to comply with Money Laundering and Terrorist Financing Prevention Act. When you accept the Terms, a legally binding agreement (hereinafter Agreement) is concluded between you and KuaPay. The most current version is always available at [KuaPay.co](https://kuapay.co)

### 1. Definition

- Client – a person who uses KuaPay to apply for a bank account in Europe.
- Bank/EMI– a licensed bank or financial institution in Europe which provides banking services.
- Services – all products, services, content, features, or functions offered by KuaPay and all related websites, applications, and services.

### 2. General

- Using KuaPay does not guarantee a successful account opening in Europe. The end result and desired outcome is dependent on the client profile and the EMI internal decision making policies.
- KuaPay will need to share your data with the Banks in order to submit applications. By accepting these terms you accept that KuaPay will share our data with third parties.
- All information you provide to us must be complete, accurate and truthful at all times. You must update this information whenever it changes. KuaPay is not responsible for any financial loss arising out of your failure to provide accurate information. KuaPay has the right to ask you to confirm if the information provided by you is up to date and accurate.
- KuaPay may change the scope of the Services or stop providing the Services at any time.
- KuaPay may update the content at the app and the app itself any time.

### 3. Privacy Policy

- By using the KuaPay and agreeing to these Terms you also agree to be bound by KuaPay's Privacy Policy. KuaPay may change Privacy Policy on the same conditions as it may change these Terms.

### 4. Right of representation and authorization

- If you are not a consumer, you confirm that you have authority to bind any business or entity on whose behalf you use our Services, and that business or entity accepts these terms.
- KuaPay may ask and you will be obligated to provide the documentation that verifies that you are a legal representative of the Client.

## 5. Liability

- KuaPay is not liable for any damage caused to you via the KuaPay. If KuaPay should be liable to damage caused by you according to the applicable laws, you and KuaPay agree that the liability of KuaPay shall be limited to 500 (five hundred) euros.
- The client understands that any loss of data while using the KuaPay does not make KuaPay liable for the loss of data, and no monetary compensation follows.
- KuaPay shall not be liable for any damages, including any indirect, punitive, or special damages (including loss of business, loss of profits, use of data, or other economic benefits, including, without limitation, any indirect, punitive, special damages), whether or not they arise out of or are in connection with a breach of this Agreement (including breach of warranty) or infringement, even if the possibility of such loss has been previously notified. In addition, if the exclusive relief provided for in this Agreement does not meet its basic purpose, the liability of the KuaPay for such loss shall be excluded.
- KuaPay will not be liable for damages if the App does not function properly and you are unable to use the KuaPay or the Services, including but not limited to:
  - during the period of App downtime announced by KuaPay on the Site.
  - the failure of telecommunications equipment causing failure of data transmission.
  - power outages, war, terrorist attacks, and other force majeure factors resulting in App systems not being able to carry out the business.
  - if the damage is caused by a virus, or other technological attacks.
  - service interruptions or delays due to hacker attacks, technical adjustments or failures in the telecommunications sector, App upgrades, banking problems, and so on.
  - You commit to us that your usage of the KuaPay does not violate any laws applicable to you. You take responsibility for any consequences of your breach of this section.

## 6. Intellectual property rights

- All contents of this Site, including but not limited to works, images, archives, information, materials, information on Site, Site layout, design of the Site, are owned by KuaPay in accordance with the law, including but not limited to trademark rights, patents, copyrights, trade secrets and so on.
- No person shall use, modify, reproduce, publicly transmit, alter, distribute or publish the contents of this App without the written consent of KuaPay.
- Respect for intellectual property rights is your duty, and if there is any breach, you shall bear the full liability for damages. You agree to respect all copyright, property rights and other legal notices and information of KuaPay, Services, or Marks accessed through the App or the Services. You agree not to change, translate, or otherwise create derivative works of the Services.
- You are not allowed to use KuaPay trademark, logo, domain name, etc. without prior written consent from KuaPay.

- While you are using the Services of KuaPay, you may use the KuaPay materials only for your personal use and solely as necessary in relation to those Services.
- Content uploaded by you remains your property and is protected, without limitation, pursuant to applicable intellectual property laws.

## 7. Data processing

- “GDPR” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- “Personal Data” means any information relating to an identified or identifiable natural person (as defined in the GDPR) that Customer provides to KuaPay as part of the Services.
- “Process” or “Processing” means any operation or set of operations which is performed by KuaPay as part of the Services on Personal Data or on sets of Personal Data, whether or not by automated means.
- “Processor” and “Controller” shall have the meanings given in the GDPR.
- The data shall be retained in personal form for the duration of the business relationship and, once terminated, during the term applicable by law or regulations to which we are subject to the retention of the specific data.
- KuaPay does not sell or rent user data to third parties. KuaPay collects data so that you could use the Services.
- The personal data collected by KuaPay is not transmitted to countries outside the European Union or to countries that lack personal data protection legislation in compliance with the standards of the European Union. Data is stored in servers located in a European Union member state.
- KuaPay is using cookies in our web service. Cookies are small pieces of information that are stored by your browser on the hard drive of your device. Cookies allow KuaPay to check whether you are logged in and which are your preferred usage settings.
- You may disable cookies in your web browser and delete the cookies that have already been saved. However, in such a case we are not able to guarantee the flawless functioning of the Services.
- You reserve the right to demand access, correction and deletion of the data collected with your consent at all times.

## 8. Applicable law and jurisdiction

- You understand and accept that the relationship between you and KuaPay shall be governed in all respects by the laws of the Kingdom of Spain without regard to its conflict of law provisions.
- Any disputes arising out of this Agreement shall be settled in Barcelona pursuant to the laws of the Kingdom of Spain.